

1:22-cv-00134-MOC-WCM

Defendant.

[illegible]

that Defendant's counsel does not oppose the Motion. Doc. 7 at 2.

On August 5, 2022, counsel for Defendant filed a Notice of Appearance, as well as a response to the Motion. Docs. 8, 9. In its response, Defendant states:

The parties are in agreement that the claims in this action are subject to the binding Mutual Agreement to Arbitrate Claims (Doc. 7-1) between the parties and should be submitted to arbitration in accordance with the terms of the arbitration agreement. Accordingly, Defendant agrees with Plaintiff's Unopposed Motion to Compel Arbitration and to Stay Proceeding.

Doc. 9 at 1.

Under these circumstances, the undersigned will allow the Motion. See Gibson v. Giles Chemical Corp., No. 1:20-cv-394-MOC-WCM, 2021 WL 1554332, at *1 (W.D.N.C. April 20, 2021) ("The law is clear that employment discrimination claims are arbitrable and that the provisions of the Federal Arbitration Act (FAA) apply to compel arbitration"); Jiuna Wang v. NYZ Management Services, LLC, No. 3:19-cv-642-FDW-DSC, 2020 WL 2926477, at *5 (W.D.N.C. June 3, 2020) ("While the district court has discretion to dismiss an action where all issues raised therein are arbitrable, the more common practice is to stay the action pending outcome of the arbitration") (internal citation omitted, collecting cases).

IT IS THEREFORE ORDERED THAT:

1. "Plaintiff's Unopposed Motion to Compel Arbitration and to Stay Proceeding and Brief in Support" (Doc. 7) is **GRANTED**, and the parties are **DIRECTED** to conduct arbitration pursuant to the "Mutual Agreement to Arbitrate Claims." (Doc. 7-1).
2. This matter is **STAYED** pending the completion of arbitration.
3. The parties **SHALL FILE** a Joint Status Report every ninety (90) days advising of the status of arbitration.

Signed: August 9, 2022



W. Carleton Metcalf
United States Magistrate Judge

